

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE			
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE				7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICIATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE
PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment
your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this
amendment, and is received prior to the opening hour and date specified.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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SECTION D

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: U.S. Department of Education 550 12th Street, SW PCP-7132 Washington, DC 20202-4220 or electronically to DeShonjla.Peterson@ed.gov (c) Mark deliverables for: U.S. Department of Education 550 12th Street, SW PCP-7132 Washington, DC 20202-4220 or electronically to DeShonjla.Peterson@ed.gov

SECTION H

H. 1 307-17 CONFLICT OF INTEREST (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information - a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules - a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity - a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or
- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

H. 2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months, provided that the award years are earned and exercised.

Base Year	Date of Award-09/30/2010	\$ _____
Option Year I	10/01/2010-09/30/2011	\$ _____
Option Year II	10/01/2011-09/30/2012	\$ _____
Option Year III	10/01/2012-09/30/2013	\$ _____
Option Year IV	10/01/2013-09/30/2014	\$ _____
Option Year V	10/01/2014-09/30/2015	\$ _____
AWARD YEARS		
Award Year I	10/01/2015-09/30/2016	\$ _____
Award Year II	10/01/2016-09/30/2017	\$ _____
Award Year III	10/01/2017-09/30/2018	\$ _____
Award Year IV	10/01/2018-09/30/2019	\$ _____
Award Year V	10/01/2019-09/30/2020	\$ _____

(End of Clause)

H. 3 307-17a CONFLICT OF INTEREST CERTIFICATION (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, by signing the form in this clause, certifies that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information # a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules # a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity # a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property or services; or
- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be

those incurred in processing Freedom of Information Act requests related to a conflict of interest.
(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.
(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

Conflict of Interest Certification

The Offeror, _____, hereby certifies that, to the best of their knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. _____ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

Offeror's Name _____

RFP/Contract No. _____

Signature _____

Title _____

Date _____

SECTION L

L. 1 Instructions to Offerors

SECTION L- INSTRUCTIONS TO OFFERORS

Proposals shall consist of four parts:

Section I - Offer Letter
Section II - Technical Capability
Section III - Business Proposal
Section IV - Past Performance
Section V - Additional Instructions

Each of the section shall be separate and complete so that evaluation of one may be accomplished independently of an evaluation of the other. Cost information must be restricted to the business proposal only.

Offerors shall submit 7 (seven) hard copies of each volume. Offerors shall also submit two electronic files (one file for Sections I, II, and IV (if desired) and one file for Section III) as e-mail attachments (in Microsoft Office Suite formats) to DeShonjla.Peterson@ed.gov and Desandre.Woodard@ed.gov

Cover Page: The cover of each section and the header of each page should contain the title: EDPubs and the solicitation number. The cover page shall also include the section number, contact information of the offeror's authorized official for contract administration, and the name and contact information for the offeror's negotiators for the proposal.

Section I - Offer Letter

The offer letter is a cover letter that at a minimum expresses the offeror's interest in this contract engagement and a statement that the offer is firm for a period of 90 calendar days from the date of receipt of offers specified by the Government.

Section II - Technical Capability

The Offeror's written technical proposal shall not exceed 40 pages in length, exclusive of resumes. The proposal shall be prepared on standard 8.5 x 11 inch paper. All pages shall be numbered and contain the solicitation number. Each page shall have a one-inch margin at the top, the bottom, and on each side. Text font must be no smaller than 11 point. Text included in figures or tables may be reduced to 8 point. Page numbers, notations of proprietary information, and other corporate identifying information are excluded from the margin and font requirements.

To aid in evaluation, proposals shall be indexed, and provide a cross-reference between the proposal page or paragraph, and the Statement of Work page or paragraph.

Subcontracting Plan

The Government will review the Offeror's subcontracting plan to ensure the plan includes a meaningful approach to provide subcontracting opportunities for small, small Disadvantaged, women-owned small concerns and HUB/Zone businesses, and meeting subcontracting goals each year.

The Offeror shall provide a list of subcontractors which includes:

- 1) The name and address of the subcontractor(s);
- 2) A description of the nature, extent, and volume of the services being provided;
- 3) A copy of the contract or agreement with the subcontractor;
- 4) Any and all other pertinent information bearing on the relationship of the Offeror with the subcontractor; and
- 5) Two past performance references for each subcontractor (not included in the earlier corporate capabilities statement) in accordance with instructions below.

For each subcontractor the offeror must submit a minimum of two past performance references for work performed that is similar in scope to requirements in the SOWs for this solicitation. For each of the references provided, the offeror should include a brief description of the work performed and the name and phone number of the client's project manager, contracting officer, and contracting officer's representative (or equivalent).

Section III - Business Proposal Instructions.

All offerors shall be on GSA Schedule 36 and provide their GSA number along with their Terms and Conditions. An electronic copy or web link to the contract is the preferred method of submission.

The Offeror's cost proposal shall consist of a written narrative and a Microsoft Excel workbook, Appendix D-Pricing Form. Proposed costs should be consistent with the approach and personnel described in the Offeror's technical proposal. Subcontractor costs shall be included as part of the Offeror's total costs, not broken out separately.

Certified Cost and Pricing Data is not required, however, offerors must present sufficient information to allow the Government to determine that sufficient resources are provided to implement and carry out the approach provided in the Technical Response and to determine that the resources and proposed costs are reasonable.

The cost proposal should include prices for the base period and four option years and the possible 5 year award terms for 3 pricing schedules:

- * A fixed price for infrastructure and other non-volume-based requirements (referred to as Appendix D: Schedule A Fixed Costs). Prices for Schedule A are fixed expenses to the Contractor and will not vary (higher or lower) based on the actual quantities delivered. Appendix D: Schedule A shall be invoiced each month at 1/12 of the negotiated value for the year.
- * A fixed unit price for those activities in which the Offeror's cost varies with the volume of work performed (referred to as Appendix D: Schedule B Base Volume)
- * A fixed unit price for those activities in which the Offeror's cost varies with the volume of work performed, but which may benefit from economies of scale (referred to as Appendix D: Schedule B Above Base Volume). Schedule B Above Base Volume costs are based upon a higher volume of fulfillment activity.

Costs shall include all labor, property, equipment, supplies, and materials required to satisfy the Statement of Work requirements.

The government will reimburse the winning Offeror for actual shipping, postage, and/or freight costs incurred in the performance of the contract. Therefore, these costs should not be included in the Offeror's cost proposal or used in the calculation of fixed prices.

The narrative used to support cost spreadsheets must be straightforward and concise. It shall be itemized to permit adequate analysis and to provide traceability to the Excel workbook and to all tasks described in the Statement of Work and technical proposal. At a minimum, the narrative must include:

- * A summary of the cost proposal, overall and by schedule.
- * Any assumptions made by the Offeror in determining their proposed cost.
- * The Offeror's ability to provide an accounting system that can segregate direct costs from indirect costs, and fixed costs from fixed unit costs.
- * Any information which could have a bearing on price and financial matters and which is of mutual interest in this acquisition.

The Excel workbook shall contain a detailed breakdown of the Offeror's proposed costs for each year of the period of performance. Offerors must use the Microsoft Excel file provided by the government as a template for their cost proposal. Offerors shall submit the attached Excel workbook, which contains three worksheets (one each for Schedule A, Schedule B Base Volume, and Schedule B Above Base Volume). Each worksheet provides space to enter a fixed or fixed unit cost for the base year and four option years.

Columns A and B in the worksheet list the required tasks. Schedule A entries in Columns C, D, E, F, and G should be the annual cost for each applicable requirement. Schedule B entries in Columns D, E, F, G, and H should be the cost for each applicable requirement using the unit of measure in Column C. Columns in the Schedule B Above Base Volume worksheet are the same as those in the Schedule B Base Volume worksheet.

The offeror's proposal shall contain their approach for compiling the results of the Ed Pubs Customer Satisfaction Survey (which has a historical return rate of approximately 28%), including analysis and formatting for Department of Education use.

Section IV - Past Performance

The offeror shall describe contracts relevant past and current knowledge and experiences related to tasks in the Statement of Work. See Attachment B for forms to be used to gather past performance history.

The offeror shall identify a minimum of three contracts and/or subcontracts completed during the past three years. The offeror shall list all contracts and subcontracts under which proposed key personnel are currently working. Offerors that are newly formed entities without prior contracts should identify contracts and subcontracts as required for all key personnel. The following information shall be listed for each contract and subcontract.

1. Name of Contracting Activity
2. Contract Number
3. Contract Type
4. Total Contract Value
5. Description of Effort Performed
6. Contracting Officer's Name, Telephone Number and Email Address.
7. Program Manager's Name, Telephone Number and Email Address.
8. Administrative Contracting Officer's Name and Telephone Number and Email Address.
9. List of Major Subcontractors.

The offeror shall provide any information on problems encountered on the listed contracts and subcontracts and corrective actions taken to resolve those problems.

The offeror may describe any quality awards or certifications that indicate the offeror produced high-quality services. The offeror shall describe the segment of the company, institution, or organization that received the award or certification and when it was bestowed. If the award or certification is more than three years old, the offeror shall present evidence that the qualifications still apply.

The offeror shall send Attachment B to Contracting Officers or Representative, or similar for the three identified contracts or subcontractors identified above. These forms are due to this office on or before the closing date for submission of proposals.

The past performance references shall be for work of similar size and scope to that of the current ED Pubs Contract.

ED reserves the right to contact these or other entities.

Section V - Additional Instructions

The offeror shall provide samples of print on demand products.

The offeror's proposal shall reflect their approach to handling user feedback and resolving complaints.

The offeror's shall include an emergency/disaster contingency plan, a phase-in plan, and a phase-out plan in the technical proposal, as described below:

Emergency/Disaster Contingency Plan

The emergency/disaster contingency plan shall include procedures for responding to the emergency situations as cited in section 4.2.4 of the Statement of Work. The plan shall describe an alternate facility that will be used in the event the main facility is unavailable to ensure continuity of service.

Phase-In Plan

During the first six months, the Contractor shall be eligible to earn the first award year based upon meeting Phase-In requirements. If the Contractor does not meet the Phase-In requirements, they are ineligible to earn first award year.

The phase-in plan shall address how the Offeror will provide a work force that is fully qualified and capable of performing all work required under this contract upon award. The Offeror shall provide the e-commerce component within five business days upon contract award. The plan shall also address how the Offeror will set up the ED Pubs facility, secure necessary equipment and resources, assume responsibility and accountability for all Government-furnished property, transfer existing ED Pubs inventory and online catalogs without disrupting operations, and work with the COR and OCIO to arrange and install Department of Education-provided FTS 2001 800 numbers. The Contractor shall pay for the cost of transferring materials to the new site. The Contractor shall be responsible for setting up the facility, ensuring necessary personnel for transition and assuming all responsibility of materials and government property.

The plan shall include a schedule for performing these phase-in tasks, not to exceed 30 days following contract award.

Phase-Out Plan

The phase-out plan shall present procedures for phasing out contract performance, regardless of precipitating reasons. The plan shall include procedures for retaining the required staffing level (including key personnel) necessary to provide complete contractual support through expiration of the contract and describe how responsibility and accountability will be relinquished for all Government-furnished equipment. The plan shall also address coordination procedures with the incoming Contractor to effect a smooth and orderly transition at the end of the contract period.

Other Information

The clause at 48 CFR 52.215-7 Unnecessarily Elaborate Proposals or Quotations is applicable to the proposal. The purpose of this instruction is to reduce emphasis on appearance as opposed to content. Section L-Instructions to Offerors

SECTION M

M. 1 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: See M.2 Evaluation Criteria.

Technical and past performance, when combined, are significantly more important than cost or price.

(b) "Options." The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)